BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT

Operation and Maintenance of Pay and Use BBMP Public Toilet at Commercial Street ward No.110.

The Executive Engineer,
Shivajinagar Division,
Queens road,
Bengaluru - 560051

B R U H A T B A N G A L O R E M A H A N A G A R A P A L I K E

Office of the Executive Engineer, Shivajinagar Division, Queens road, Bengaluru - 560051

TENDERS FOR THE WORK OF

Operation and Maintenance of BBMP Toilet at Commercial Street ward No.

TENDER REFERENCE :.

PERIOD OF SALE OF TENDER DOCUMENT : From:
(Downloaded from e-portal of GOK viz
https://kppp.karnataka.gov.in)

LAST DATE AND TIME FOR RECEIPT OF TENDERS :upto 4.00 p.m Hours

TIME AND DATE OF OPENING OF TENDERS (TechnicalBid) :at 4.30p.m hours

PLACE OF OPENING OF TENDERS : Financial Bid will be opened on the
(Technical Bid) web site
https://kppp.karnataka.gov.in

The Office of the Executive Engineer, ...

ADDRESS FOR COMMUNICATION :
Office of the Executive Engineer,
.....

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Bruhat Bengaluru Mahanagara Palike
Office of the Executive Engineer, Shivajinagar Division Queens road,
Bengaluru – 560051.

No. ..... Date: .....

INVITATION FOR TENDER (IFT)

(Through GOK e-Portal only)

1. The Executive Engineer, Shivajinagar Division BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka https://kppp.karnataka.gov.in**,**The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the https://kppp.karnataka.gov.in**,**portal of the Government of Karnataka.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be submitted online through e-procurement portal on or before **16.00** hours on **.....**and the opening of tenders will be as per the e-procurement portal guidelines.
5. Other details can be seen in the tender documents.

Sl. No.	**Name of Work**	**Approx. Amount put to tender (Rs. In Lakh)**	**EMD amount in Rs.**	**Cost of tender form Rs. (Non-refundable inclusive of all Taxes)**	**Period of completion (Including monsoon)**
SINGLE COVER SYSTEM					
1	**Operation and Maintenance of Pay and Use BBMP Public Toilet at Commercial Street**	**13.50**	**35000**	**Kppp e-portal**	**12 months**

	ward No.110.				

Calendar of Events

1. Tender Clarification at the Office of the **Executive Engineer** Shivajinagar Division **Date :…… at 03.00 P.M**.
2. Last Date & Time for receipt of tenders is:**…….. up to 4.00 P.M**.
3. Technical Bid opening date : **…… at 4.00 PM**
4. Financial Bid opening date :**…… at 12.00 PM** or After Technical bid approval.

Note:-

1. Any corrigendum/addendum will be published in the E-Procurement portal only.
2. Tender Conditions as per Tender Document.
3. GST shall be paid to the tendered amount separately.
4. Technical Bids will be opened on the website https://kppp.karnataka.gov.in, in the office of theExecutive Engineer, …….. on **…… at 16.30 hours.**
5. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in,
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. All the required information required for Bids must be filled and submit online.
8. For details, registration and e-payment visit GOK website https://kppp.karnataka.gov.in, or contact e-Procurement Helpdesk at 080 – 22441076.
9. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

General Conditions.

1. Tender documents may be downloaded from Government of Karnataka website https://kppp.karnataka.gov.in**,** under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website **https://kppp.karnataka.gov.in,**
2. For details, registration and e-payment visit GOK website **https://kppp.karnataka.gov.in,**or contact e-Procurement Helpdesk at 080 – 25501216 / 25501227
3. The Bruhat Bangalore Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.

4. Further Details of the work and drawings can be obtained from the Office of the Executive Engineer, Shivajinagar Division , BBMP, Bangalore – ……., Phone No: …… The Tender Notification along with Blank Tender Form will be accessible in the website of GOK Platform https://kppp.karnataka.gov.in, website.
5. No Joint Venture / Consortium are permissible.
6. **The Tender is a Single Cover System.**
7. Bidders/Contractors Should attaches all the Scanned copies of technical documents/certificates pertaining to their eligibility criteria mentioned as per the KW in the website itself, failing which, the bid will not be considered. (Technical Bid). The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
8. No Escalation of prices will be allowed under any circumstance.

Sd/-

Executive Engineer

Shivajinagar

Division

Copy to :

1. P S to Administrator to bring into the notice of the Administrator.
2. P S to Chief Commissioner to bring into the notice of the Commissioner.
3. Special Commissioner (Projects) for kind information.
4. Zonal Commissioner (east) for kind information
5. Joint Commissioner (east) for kind information
6. Engineer – in – Chief for kind information.
7. Chief Engineer …….. for kind information.
8. Chief Engineer East/West/Project-Central/ Road Infrastructure/ Lakes/ Rajarajeshwari Nagar / Bommanahalli /Dasarahalli /Mahadevapura /Yelahanka / SWD for kind information.
9. Superintending Engineer(east)/ East/West/South/Road Infrastructure/ Projects / Rajarajeshwari Nagar/Bommanahalli/ Dasarahalli /Mahadevapura / Yelahanka for kind information.
10. CAO / Chief Auditor for kind information.
11. I T. Advisor with a Request to publish the same in the BBMP Website.
12. All Executive Engineers with a Request to publish the same in the Display / Notice Boards.
13. Accounts Superintendent / Cashier for information for necessary action.
14. Public Relation Officer, BBMP for information and to publish in two leading Newspapers in Kannada and English.

15. Notice board Office Cop

Executive Engineer

Shivajinagar Division

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Shivajinagar division** (Referred to as Employer in these documents) invites tenders following Single Cover tender procedure, from eligible Tenderers, for the construction of works **Operation and Maintenance of Pay and Use BBMP Public Toilet at Commercial Street ward No.110** (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

1.2 The scope of work covers the operation and maintenance of public toilet blocks for one year.

1.3 The Maintenance of Public toilet has to be carried out by revenue generated from the public usage, no extra cost will provide for maintenance from BBMP.

1.4 The Contactor liable to collect Rs.5/- for toilet and for Urinals free of cost amount Charges from public for public Toilet usage.

1.5 The Contractor should deposit minimum Rs. 15,000/- per month or quoted rate whichever is high to BBMP every month.

1.6 The toilet blocks will remain open 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM. The contractor shall provide one male volunteer for male toilets in every shift for each toilet and one female volunteer for female toilets in two shifts of four hours each.

1.7 The Required water for washing and cleaning and electricity charges shall be borne by the agency itself.

1.8 The Contractor / agency will provide all such material/ consumables which are required to keep the toilet block neat and clean such as cleaning acid, phenyl, naphthalene balls, soap, brooms etc. The scope of work also includes mechanized cleaning activities such as dry sweeping, litter/ dust collection, scrubbing and drying of floor space, high pressure cleaning / washable aprons, vacuum cleaning, segregation and disposal of garbage etc using mechanized methods.

1.9 The responsibility of material installed in the toilets will be of the Contractor/ Agency against theft & breakage. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.

1.10 The contractor shall not sell, transfer, alienate or sublet the right in any manner to anyone

1.11 The contractor personnel shall take utmost care in the use and handling of equipment, that they are required to use in the discharge of their duties and responsibilities.

1.12 The contractor personnel shall not indulge in any corrupt practices in discharge of their duties and responsibilities.

1.13 The contractor should be solely responsible for the safety. Further it is responsibility of the agency to lodge necessary complaints with the local police whenever there is theft attempt to theft.

1.14 Violation of any of the above terms and conditions by the contractor results in termination of contract or forfeiture of performance security or both

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka/BBMP

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last Five years i.e. 2019-20 to 2023-24)

a) achieved in at least two financial years a minimum financial turnover (in all Classes of Security Service / O&M works only) of Rs.7.50 Lakhs.

b) The Bidders will be qualified only if they have experience of operation and maintenance of at least 1No. of public toilet Block for a minimum period of one year during last five years. Copies of performance certificate from Client Departments of experience of having successfully completed similar work showing, Nature of work, Tender Cost, Date of Start, Date of Completion, Cost of Actual Work Done, Amount of compensation levied for delayed completion, performance report shall have to be submitted by the firms/contractors.

c) Contractor must be a registered firm under EPF, ESIC department (Certified copy to be attached along with copy of challan paid during last three months)

d) Contractor must be registered under GST registration (Certified copy to be attached)

e) Contractor should have valid License by Labour Commissioner for contracting labour under Contract Labour Act (Certified copy to be submitted)

f) The bidders should submit the photocopy of Permanent Account Number (PAN) issued by the Income Tax Department while submitting the E-Tender. Contractor should submit attested copy of income tax returns for the last three years along with audited balance sheet duly attested by Chartered Accountant.

Standards of Maintenance of Public Toilets

A. The agency shall engage at least one person per shift of eight hours for every unit of Public Toilet for cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

- Daily washing with water.
- Daily phenyl washing.
- Sweeping up to 10 meters around the structure and sprinkling of disinfectant mixture of 200 grams (50 grams bleaching powder and 150 grams lime).
- 0.5 liters of acid per unit.
- Removal of solid waste.
- Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- Removal of handbills and washing of scrubbing inside and outside the structure.

B. The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.

C. The agency shall carry out the work by engaging men and equipment's and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning and inside painting to be done once in a year.

D. The agency should arrange for sufficient water supply at the structure for cleaning and washing.

E. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.

- Cleaning Brooms.
- Sweeping brooms.
- Coir brush.
- Scraping Sheet.
- Bamboo Basket.
- Plastic containers.
- Bamboo Reapers.
- Plastic Buckets.
- Plastic Mug.
- Sponge piece.
- Washing Soap.

- Identity Card.
- Apron inscribed AMC.
- Phenyl.
- Acid.
- Bleaching powder and lime powder.

F. The authorized representative of BBMP will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the instruction(s) for improvement of the work.

G. In the event of unsatisfactory service, negligence or slackness is found of the agency in carrying out the work or instruction(s); the BBMP shall call for the explanation and terminate the contract, if there is no improvement even after repeated instructions.

H. The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the BBMP by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

I. The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under Workmen Compensation Act. The BBMP will not be liable for any such event whatsoever.

J. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.

K. The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.

L. The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the BBMP, the BBMP is entitled to rescind and cancel the contract altogether.

M. The BBMP has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time due to non-satisfactory performance.

N. The BBMP also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

Penalties for Lapses / Shortfalls

The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any specific

complaint to the effect that the cleaning is unsatisfactory and also for not following the conditions laid down as follows:

Sl. No.	**Performance indicator**	**Penalty per item / all item / per day. (Amount to be decided by the ULB concerned)**
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done (once daily)	Rs. 50.00
2	Cleaning and washing of the entire complex not attended (**once daily**)	Rs. 50.00
3	Cleaning and washing of toilets not attended	Rs. 50.00
4	Supervisor absent (**per day at each unit**)	Rs. 50.00
5	Phenyl not used **(per wash)**	Rs. 20.00
6	Acid not used (**weekly**)	Rs. 10.00
7	On genuine complaint from the user(s)	Rs. 10.00
8	On report from the inspection team/ visiting Officer	Rs. 10.00

Terms & Conditions:

1. This AGREEMENT shall be governed by and constructed in accordance with the laws of BBMP.
2. The selected bidders shall maintain the Public toilets for a period of 01 (one)years. User charges shall be collected from the users (toilets/bathing).
3. The BBMP shall fix timing of the opening and closing of the complex.
4. The agency shall collect the user charges from the users of Public toilets which are to be approved by the BBMP. Any revision in charges shall be determined by the BBMP in its sole discretion.
5. The agency shall operate and maintain the complexes to the entire satisfaction of BBMP and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability including continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available up to the extent required for.

6. The selected agency/ organization shall maintain the facility as per maintenance schedule agreed between the Department and the agency.
7. The agency shall ensure that each toilet structure displays a signboard "built by BBMP and maintained by _____, for BBMP" along with the logo and well lit Public Convenience prominently on the walls of the structure. The height of this letter shall be at least 15 cms.
8. The charges towards electricity, water, sewage and other such amenities or any type of Tax to be paid as required by the agency shall be included in the maintenance cost and will not be borne by the BBMP.
9. The agency will have to pay an annual license fees to the .....as quoted in the bid. Before issuance of work order, the agency has to deposit the amount of license fee within seven days for the instant year and thereafter within 7th April of each year failing which interest will be charged @ 12% per annum for the total amount due. Agreement will be terminated in case of default of payment for consecutive three (3) months from the schedule date of deposition of annual license fee with interest.
10. The agency shall not display or allow to display or exhibit any picture / posture /statute or other articles in any part of the premises that are repugnant to the general standards of morality. The agency expressly agrees that the decision of the BBMP in this regard shall be conclusive and binding on the agency.
11. There should be provision of advertisement spaces in each public toilet. The size of the advertisement space should be decided by the concerned authority of BBMP in consultation with the selected agency. However, final decision of the BBMP in this regard shall be conclusive and binding on the agency.
12. The agency shall ensure that the premises are not used for playing games etc., which involves stakes / betting, play cards etc., or for any un-lawful activities. Agency/ organization can use the premises for displaying any bill boards, advertisements, neon / glow signs etc after obtaining permission for the same from the BBMP. The advertising policy for generating revenue will be regulated by the BBMP concerned.
13. The agency shall ensure adequate water for general cleanliness of the public Toilets for which BBMP shall have no objection to the agency for installing a tube well at each site in addition to the water

that may be supplied. Rain water storage can be incorporated as an additional requirement to decrease burden on potable water from public utility or underground.

14. The title of interest, ownership and rights with regard to public Toilets /fittings provided therein and the land allotted by the BBMP shall vest with the AMC except that these will be operated and maintained by the agency as agreed in this agreement.
15. In case of loss due to theft or damage to the assets created in the public Toilets, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for public use, to all times, as prescribed.
16. Disputes if any arising during the maintenance / service period between BBMP and the agency shall be decided amicably.
17. The BBMP shall have the right to cancel / remove / terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory. The BBMP shall beentitled to terminate the agreement in case of any neglect or lapse on the part of the agency in respect of the regular maintenance of the public Toilets in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of agency. Such cancellation/ removal or termination of agreement shall be preceded by a notice of 15 days, whereby the agency shall be directed to explain its conduct as to such breach /neglect/lapses or unsatisfactory performance.
18. The site and the work & service assigned to the agency by the BBMP shall not be transferred by the agency to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
19. The premises of public Toilets complex shall not be used by the agency for purpose other than that for which it is allowed under the agreement for operation and maintenance.
20. Provision sloped ramp of should be made within the premises of the public toilet preferably at the entrance of the building.

22. The agency or its employees or agents shall behave and deal politely with due courtesy with the users of these public Toilets.

23. The agency will not use or allow any person to use public convenience for

residential purpose and not keep any animal / motor vehicle in or around the complex other than one attendant and one security guard per shift of eight hours to ensure continuous serviceability.

24. The agency shall be allowed to plant flowering and other shrubs around each toilet block subject to the approval by the BBMP who is responsible for ensuring right of way to the public.

25. The agency shall ensure enforcement of existing labour laws, Minimum Wages Act and at no point of time the BBMP shall be drawn into litigations on these counts.

26. The agency shall execute the agreement within 7 (seven) days on the receipt of issuance of letter of award.

27. The agency shall ensure that services of water supply, sewerage, drainage, electricity, telephone etc., in this vicinity encountered during the period of running /maintenance of the toilet block are not damaged. In case these are required to be shifted, the same shall be done by the permission of the BBMP.

28. On the completion of the contract period, the agency shall hand over the vacant possession of the public Toilets along with fixtures and fittings, inventory, structures in good working condition to the BBMP within 24 hours and will not put any resistance failing which the premises shall be vacated by way of eviction and the BBMP shall assume the occupation without any notice whereupon the agency will have no claim.

29. Any of the conditions mentioned above can be altered, modified, changed or

removed by the appropriate authority as per the necessity and with prior notice

to the agency and the new conditions shall be binding on the part of the agency.

3.3 Tenderers who meet the above specified minimum qualifying criteria, will only bequalified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2019-20 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2019-20 price level, of existing commitments and on-going works to be completed during the next.....years (period of completion of the works for which Tenders are invited)*

3.4 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:
(a) The Tender (in the format indicated in Section 3).
(b) Earnest Money Deposit;
(c) Priced Bill of Quantities;
(d) Qualification Information Form and Documents;
and any other materials required to be completed and submitted by tenderers in accordance with these instructions. The documents listed under Sections 3, 5 and 8 shall be filled in without exception.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than (**90**) **ninety days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the

period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) at the following rates.

EMD amount as % of the estimated cost of the work put to tender

a) Upto Rs. 20 Lakhs – 2.50%

b) Rs. 20 Lakhs and above upto Rs.1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs.1 crore and above upto Rs.10 crores – 1.5% subject to minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs. 15,00,000/-

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The Earnest Money Deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

10. Format and signing of Tender

10.1 The e-Procurement tendering system for the construction of work comprises two stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the tender documents in two stages electronically.

10.2 In the first stage of Technical Bidthe Tenderer shall prepare the Documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers.Tenderers shall attach all the Scanned Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents, Demand Draft towards EMD and Credit lines / Letter of Credit / Certificates from Nationalized Banks, failing which the Bid will not be considered. No Physical Documents shall be considered.

10.3 The second stage of Financial Bid shall contain the following documents – Form of Tender in prescribed form and Priced Bill of quantities.

10.4 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

10.5 Signing of tender is deemed as signed in e-Procurement system

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The Tenderer can access the Tender Documents on the website https://kppp.karnataka.gov.inunder login for Contractors fills them and submits the completed Tender Document into Electronic Tender on the website itself.

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at the address specified above no later **than ……. at 4.00 PM**. In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

1 4.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

15. Tender opening

15.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including Modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their Representatives who choose to attend at **4.30 p.m. ……..** at the office of the **Executive Engineer-Shivajinagar Division ……BBMP**Bangalore. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day

15.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked “MODIFICATION” shall be opened and the submissions therein read out in appropriate detail.

15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The

request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from

Multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 19; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or

Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price :

- Cash or
- Banker’s cheque/Demand draft,/Pay Order in favour of the Commissioner, BBMP, Bangalore payable .
- Specified Small Savings Instruments pledged to The Commissioner, BBMP

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BBMP contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK

- AGREEMENT FORM

Form of Tender

Description of the Works: **Repairs and Maintenance of South Zone BBMP School /College/ Nursery Schools Building.**

To : Executive Engineer (.....)

Address : .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* (_____) *[in letters]*. (*To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender)*

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____
Address: ----------

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

_____

(Attach Copy)

Principal place of business:

_____

1.2 Total value of civil engineering construction 2019-20

_____

works executed and payments received in the last five years (in Rs. Lacs) 2020-21

_____

(**Attach Certificate from Chartered Accountant)** 2021-22

_____

2022-23 _____

2023-24

_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Palce& State	Contract No. & date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed Rs. Lakhs *(The contractor shall enclose/attach all the necessary certificates duly attested by the employer)*	Anticipated date of completion
1	2	3	4	5	6	7	8

(B)Works for which Tenders already submitted:

Description of work	Palce & State	Name & Address of Employer	Estimated value of works (Rs.Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.5 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded;

1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor’s reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Proposals for subcontracting components of works amounting to more than 20% of the contract price [for each, the qualifications and experience of the identified sub-contractor in the relevant fields should be attached.]

Letter of Acceptance
(Letterhead paper of the Employer)

_____[date]

To: .....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .... [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs.——————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(Letterhead of the Employer)

——————— (date)

To

——————————————————— (name and address of the Contractor)

———————————————————

———————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ……(Name of the work) a Tender Price of Rs……., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign
on behalf of Employer)

Agreement Form

Agreement

This agreement, made the ..... day of .....20.....,
between..... [Name and address of Employer]
(Hereinafter called “the Employer”) of the one part and .....
.....[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
.....[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy

any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of
……
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
……

in the presence of:
Binding Signature of Employer
……

Binding Signature of Contractor ……